

19. Award CC-1192-02/BJC - Tuscawillia Forest Subdivision Wall, to Schuller Contractors Inc., Orlando (\$150,000.00).

CC-1192-02/BJC will provide for all labor, materials, equipment, coordination and incidentals necessary to demolish and remove a portion of the existing Tuscawillia Forest Subdivision Barrier Wall, footer, pilasters and debris from the job site and construct a new concrete block stucco wall and pilasters in accordance with the Tuscawillia Forest Subdivision Barrier Wall plans as incorporated into the construction documents.

This project was publicly advertised and the County received four (4) responses. The Review Committee, which consisted of Jerry Matthews, Principal Coordinator; Kathleen Myers, P.E., Principal Engineer and JR Ball, P.E., Principal Engineer, evaluated the submittals. Consideration was given to the firm's qualifications, experience and cost of the project.

The Review Committee recommends award of the contract to the lowest responsible, responsive Bidder, Schuller Contractors, Inc., Orlando in the amount of \$150,000.00. The completion time for this project is sixty (60) calendar days from the issuance of the Notice to Proceed by the County. This is a budgeted project and funds are available in account numbers 077515-56067000 (Engineering, Roads) and 077521-56067000 (Arterial Road Projects, Roads) CIP #DE51161Z. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

**B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET**

BID NUMBER: CC-1192-02/BJC

BID TITLE: Tuscawilla Forest Subdivision Wall

OPENING DATE: October 2, 2002, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Schuller Contractors Inc. 8046A Presidents Drive Orlando, FL 32809 Timothy A. Schuller, President 407-855-5572 – Phone 407-855-4922 – Fax	H.W. Fort Construction, Inc. 1104 St. Tropet Circle Orcaula, FL 32856 H.W. Fort, President 407-422-3073 – Phone 407-422-0379 – Fax	Price Construction, Inc. 7440 Daetwyler Drive Orlando, FL 32812 Kim Price, President 407-857-7416 – Phone 407-857-2118 – Fax	CEM Enterprises, Inc. 1757 Benbow Court Apopka, FL 32703 Bill Morris, Vice President 407-884-9148 – Phone 407-884-2972 – Fax
TOTAL AMOUNT OF BID	\$150,000.00	\$162,750.00	\$176,224.00	\$179,999.00
Bid Form	Yes	Yes	Yes	Yes
Addenda 1 of 2	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Tabulated by Amy J. Pigott, Sr. Contracts Analyst

Posted: 10/04/2002

Recommendation of award: Schuller Contractors, Inc. 10/18/2002
BCC for award 11/12/2002

AGREEMENT (CC-1192-02/BJC)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **SCHULLER CONTRACTORS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 8046A Presidents Drive, Orlando, Florida 32809, hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CC-1192-02/BJC - Tuscawilla Forest Subdivision Wall

The Project for which the Work under the Contract Documents is a part is generally described as follows:

CC-1192-02/BJC - Tuscawilla Forest Subdivision Wall

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Professional Engineering Consultants, Inc., 200 East Robinsons Street, Suite 1560, Orlando, Florida 32801.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean Seminole County Public Works Division.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within forty-five (45) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within fifteen (15) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Additional Retainage For Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after

the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations,

examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Gary Craft and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of

any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the COUNTY to deduct the actual costs of

additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.

- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not

as a penalty, SIX HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$676.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County Public Works Department - Engineering Division
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

CONTRACTOR's Superintendent

Schuller Contractors, Inc.
8046A Presidents Drive
Orlando, Florida 32809

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312 (15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

SCHULLER CONTRACTORS, INC.

ALEXANDER J. CAPUTO, Secretary

By: _____
TIMOTHY A. SCHULLER, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DICK VAN DER WEIDE, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
10/21/02
CC-1192

PERFORMANCE BOND

(100% of Contract Price)

Seminole County Contract No. CC-01192-02/BJC**KNOW ALL MEN BY THESE PRESENTS:** that_____
(Name of CONTRACTOR)_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
(Corporation, Partnership or Individual)called Principal, and _____
(Name of Surety)_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ DOLLARS, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

Seminole County's Telephone Number: (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: CC-1192-02/BJC – Tusawilla Forest Subdivision Wall-.

Legal description of the property: Tusawilla Forest Subdivision, Seminole County. More details in Construction Drawings.

General description of the Work: The Contractor is responsible for all labor, materials, equipment, coordination, and incidentals necessary to demolish and remove a portion of the existing Tusawilla Forest Subdivision Barrier Wall, footer, pilasters and debris from the job site and construct a new concrete block stucco wall and pilasters in accordance with the Tusawilla Forest Subdivision Barrier Wall plans as incorporated into the bidding documents.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and
3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or

Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the principal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

ATTEST:

Principal (Contractor)

By _____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

Title _____

Address _____

City/State/Zip _____

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)

Phone No. _____

Fax No. _____

(Corporate Seal)

Witness as to Surety

By _____
Attorney-in-fact

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

PAYMENT BOND

(100% of Contract Price)

Seminole County Contract Number: CC-1192-02/BJC

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter after called (Corporation,
Partnership, or Individual)Principal, and _____
(Name of Surety)_____
(Address of Surety)

Surety's Telephone Number: _____

herein called Surety, are held and firmly bound unto _____
 SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY",
 in the sum of _____ DOLLARS,
 (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to
 be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: _____ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
 Agreement with the COUNTY, dated the _____ day of _____, 20____, and made a part hereof
 the construction of: CC-1192-02/BJC – Tusawilla Forest Subdivision Wall-

Legal description of the property: Tusawilla Forest Subdivision, Seminole County. More details in
 Construction Drawings.

General description of the Work: The Contractor is responsible for all labor, materials, equipment,
 coordination, and incidentals necessary to demolish and remove a portion of the existing Tusawilla
 Forest Subdivision Barrier Wall, footer, pilasters and debris from the job site and construct a new
 concrete block stucco wall and pilasters in accordance with the Tusawilla Forest Subdivision Barrier
 Wall plans as incorporated into the bidding documents.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly
 make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal

PAYMENT BOND

Tusawilla Forest Subdivision Wall

CC-1192-02/BJC

8/30/02

00610-1

with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

□

IN WITNESS WHEREOF, this instrument is executed this _____ day _____
of _____, 20____.

ATTEST:

Principal

By _____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

Title _____

Address _____

City/State/Zip _____

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)

Phone No. _____

Fax No. _____

(Corporate Seal)

By _____

Attorney-in-fact

Witness as to Surety

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to a "Principal" and _____, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$_____ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1192-02/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated _____, 20____, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this _____ day of _____, 20____.

Address: _____ (SEAL)
Principal

By: _____ Its: _____
(If a Corporation)

ATTEST: _____ Its: _____
(If a Corporation)

Address: _____ (SEAL)
Surety

By: _____
Its Attorney-in-Fact

Phone No. _____

Fax No. _____

ATTEST: _____

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

Purchasing Copy

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: TUSCAWILLA FOREST SUBDIVISION WALL
COUNTY CONTRACT NO. CC-1192-02/BJC

Name of Bidder: Schuller Contractors Inc

Mailing Address: 8046A Presidents Drive

Street Address: _____

City/State/Zip: Orlando, Florida 32809

Phone Number: (407) 855-5572

FAX Number: (407) 855-4922

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. N/A through add, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement

with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.

BID FORM

AGREEMENT TITLE: TUSCAWILLA FOREST SUBDIVISION WALL
 COUNTY CONTRACT NO.: CC-1192-02/BJC

TO: Board of County Commissioners
 Seminole County, Florida

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$ 150,000.⁰⁰
 Numbers
One hundred Fifty Thousand & No/100

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
 Section 00150 - Trench Safety Act Form
 Section 00160 - Bidder Information Forms
 Section 00300 - Non-Collusion Affidavit of Bidder Form
 Section 00310 - Certification of Nonsegregated Facilities Form
 Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 2nd day of October, 2002

Schuller Contractors Inc
(Name of BIDDER)

T. Schuller
(Signature of person signing this BID FORM)

Timothy Schuller
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bid Bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item**. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

[illegible]

TOTAL \$_____

Timothy Schuller
Printed Name

Printed Name

Printed Name _____
Signature _____

Signature

Schulter Contractors Inc
Bidder Name

Bidder Name


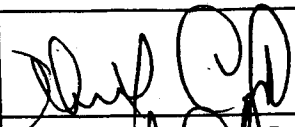
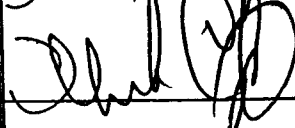

Date 10/1/02

Date _____

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
* 	President	Timothy Alan Schuller
N/A	Vice-President	N/A
	Secretary	Alexander J. Caputo
	Treasurer	Alexander J. Caputo
	Resident Superintendent	Gary Crost

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

EXPERIENCE OF BIDDERNAME OF BIDDER Schuller Contractors Inc

The Bidder shall complete and provide the following information regarding experience within the past three years in this particular project work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
4/9/99	Winter Garden Vineland Rd Screen Wall improvements Orange County Government Mike Wheeler Sr. 42 (407) 838-7884		\$204,991. ⁷⁸
5/14/98	Apopka Vineland Screen Wall Orange County Government Mike Wheeler Sr. 42 (407) 838-7884		\$154,438
	Please see other Attached References		

Do you have any similar work in progress at this time? ☒ Yes ☐ No

Length of time in business: 4 Years

Bank or Financial references: (Include Contact Name and telephone number)

First Union Lisa Campbell (407) 649-5800

RESERVED

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
)ss
 County of Orange)

Timothy Schuller, being first duly sworn, deposes and says that:
 (1) He is President of Schuller Contractors Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: [Signature]

Printed Name: Timothy Schuller

Title: President

STATE OF Florida)
COUNTY OF Orange) ss

The foregoing instrument was acknowledged before me this 2nd day of October, 2002, by _____ who is personally known to me or who has produced Personally Known identification.

Print Name Elizabeth Strickland

Notary Public in and for the County and State Aforementioned

My commission expires



Elizabeth Strickland
Commission # DD126795
Expires June 17, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: October 2nd 2002

By: 

Print Name: Timothy Schuller

Title: President

Official Address:

8066 A Presidents Drive
Orlando, Florida 32832

(Include Zip Code)

ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

**AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

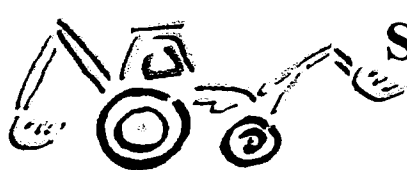
The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Schuller Contractors Inc
 Signature: [Signature]
 Printed Name: Timothy Schuller
 Title: President
 Date: October 2nd, 2002
 Affix Corporate Seal

STATE OF Florida)
) ss
 COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 2nd day of October, 2002, by Timothy Schuller of Schuller Contractors Inc (firm), on behalf of the firm. (He/She is personally known to me or has produced Personally known identification.

[Signature]
 Print Name _____
 Notary Public in and for the County _____ and State Aforementioned
 My commission expires: _____
 Elizabeth Strickland
 Commission # DD125795
 Expires June 17, 2006
 Bonded Thru
 Atlantic Bonding Co., Inc.



S^chull^er

Contractors Incorporated

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DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies Schuller Contractors Incorporated does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace specifying the actions that will be taken against employee for violations of such prohibition.
2. Informs employees about the dangers if drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days such conviction.
5. Imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.


Authorized Signature

10-2-02
Date





DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

19

SCHULLER, TIMOTHY A
SCHULLER CONTRACTORS INCORPORATED
8046 A PRESIDENTS DRIVE
ORLANDO FL 32809



STATE OF FLORIDA

AC# 046945

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC036261

06/27/02 011149712

CERTIFIED GENERAL CONTRACTOR
SCHULLER, TIMOTHY A
SCHULLER CONTRACTORS INCORPORATE

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2004 SEQ # L020627013

DETACH HERE

AC# 0469450

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L020627013

DATE	BATCH NUMBER	LICENSE NBR
06/27/2002	011149712	CGC036261

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2004


SCHULLER, TIMOTHY A
SCHULLER CONTRACTORS INCORPORATED
8046 A PRESIDENTS DRIVE
ORLANDO FL 32809

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KIM BINKLEY-SEYER
SECRETARY

State of Florida



Department of State

I certify from the records of this office that SCHULLER CONTRACTORS INCORPORATED is a corporation organized under the laws of the State of Florida, filed on June 8, 1998.

The document number of this corporation is P98000052167.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on January 8, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of January, 2002



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**Schuller****Contractors Incorporated**

***SCHULLER CONTRACTORS INCORPORATED
PROJECT REFERENCES***

1. **Project Name:** Cheney Heights Stormwater Outfall Retrofit
Owner: Orange County Public Works
Contact: Mike Weirfritz
Address: 4200 S. John Young Parkway
Orlando, FL 32839-9205
Telephone Number: 407/836-7884
Original Contract: \$497,993.02
Change Orders: \$8,194.56
Final Contract: \$506,187.58
Completed on Schedule: Yes **Date:** February 2000
Project Description: Removal & replacement of 3,552 lf of gravity storm sewer size 15" through 42" in an existing subdivision including pavement replacement

2. **Project Name:** Three Year Term Contract Concrete Sidewalks
Owner: Orange County Public Works Y1-144
Contact: Mike Weirfritz
Address: 4200 S. John Young Parkway
Orlando, FL 32839-9205
Telephone: 407/836-7884
Original Contract: \$377,216.00
Change Orders: \$49,246.00
Final Contract: \$426,462.00
Completed on Schedule: N/A **Date:** June 2001
Project Description: Removal & Replacement of 3,200 lf of 15"/18"/24" gravity storm sewer in an existing subdivision including asphalt & roadway replacement

**Schuller****Contractors Incorporated****19**

3. **Project Name:** Clear Lake Retrofit Phase I
Owner: Orange County Public Works
Contact: Mike Weirfritz
Address: 4200 S. John Young Parkway
Orlando, FL 32839-9205
Telephone: 407/836-7884
Original Contract: \$738,000.00
Change Orders: (\$34938.22)
Final Contract: \$703,061.88
Completed on Schedule: Yes **Date:** December 1999
Project Description: Retrofit construction of retention ponds in an existing subdivision.
Project included removal & replacement of 2,556 lf of gravity storm
sewer (size 15" through 48") and associated roadway repairs.
4. **Project Name:** Peel Avenue & Lake Margaret Drive Paving & Drainage
Owner: Orange County Public Works
Contact: Mike Weirfritz
Address: 4200 S. John Young Parkway
Orlando, FL 32839-9205
Telephone: 407/836-7884
Original Contract: \$95,999.00
Change Orders: \$11,777.39
Final Contract: \$107,776.39
Completed on Schedule: Yes **Date:** March 13, 2000
Project Description: Retrofit of an existing storm sewer system 2800 lf of size (12" x18"
thru 24") gravity pipe including associated paving repairs.

**Schuller****Contractors Incorporated**

5. **Project Name:** **Park Manor Canal Retrofit**
Owner: Orange County Public Works
Contact: Mike Weirfritz
Address: 4200 S. John Young Parkway
Orlando, FL 32839-9205
Telephone: 407/836-7884
Original Contract: \$789,000.00
Change Orders: \$2,239.54
Final Contract: \$791,239.54
Completed on Schedule: Yes **Date:** December, 2000
Project Description: Retrofit of an existing gravity storm sewer system with 2,900 lf of 72" gravity storm sewer. Project was located on Orange County Public School Property and involved associated roadway sidewalk, curb, sod and sprinkler repair and replacement. The work was done along the North & West boundaries of an occupied subdivision.
6. **Project Name:** **Orange County Roads & Drainage**
Owner: Orange County Public Works - Y8-180
Contact: Chris Siminioux
Address: 4200 S. John Young Parkway
Orlando, FL 32839-9205
Telephone: 407/836-7723
Original Contract: \$1,569,942.00
Change Orders: None
Final Contract: \$1,569,942.00
Completed on Schedule: Yes **Date:** 10/13/01
Project Description: Installation & removal of over 30,000 of underdrain storm sewer in existing sub division.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Schuller Contractors, Inc.

8046-A President's Drive, Orlando, Florida 32809 (407) 855-5572

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Atlantic Mutual Insurance Company

100 Wall Street, New York, New York 10005-1101 (212) 943-1800

a corporation duly organized under the laws of the State of New York
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Seminole County Board of Commissioners

1101 East First Street, Room 3208, Sanford, Florida 32771-1468 (407) 665-7116

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid _____
Dollars (\$ —5%—),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

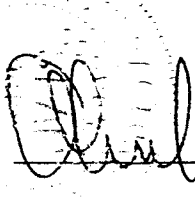
WHEREAS, The Principal has submitted a bid for

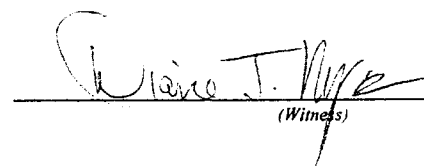
(Here insert full name, address and description of project)

CC-1192-02/BJC, Tuscawilla Forest Subdivision Wall

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of October, 2002

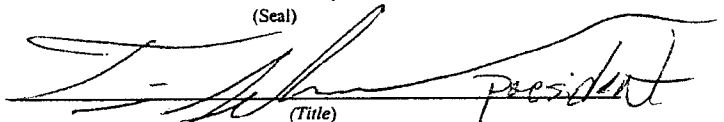

(Witness)


(Witness)

Schuller Contractors, Inc.

(Principal)

(Seal)


(Title) president

Atlantic Mutual Insurance Company

(Surety)

(Seal)


Patricia L. Slaughter (Title) Attorney-in-Fact &
Florida Licensed Resident Agent

Inquiries: (407) 786-7770

KNOW ALL MEN BY THESE PRESENTS, that the Atlantic Mutual Insurance Company and Centennial Insurance Company, corporations organized under the laws of the State of New York hereinafter called Companies, do hereby appoint Jeffrey W. Reich, Susan L. Reich, Kim E. Ni Teresa L. Robinson, Leslie M. Donahue, Patricia L. Slaughter

their true and lawful Attorneys-in-Fact to make, execute, seal and deliver on their behalf as surety

any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require. Such bonds and undertakings when duly executed by the aforesaid Attorney(s)-in-Fact shall be binding upon the Companies as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary and sealed with its corporate seal.

This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company adopted effective December 1, 1999 and now in full force and effect;

RESOLVED that the Chairman, President or Senior Vice President-Surety may appoint other officers of the Company or agents of the Company to act as its lawful Attorney-in Fact in any State, Territory or Federal District to represent this Company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed, any and all bonds and undertakings of suretyship and such other documents as are required in the ordinary course of surety business; and that the Secretary, Assistant Secretary or any Officer of the Corporation be, and that each or any of them is, authorized to verify any affidavit or other statement relating to the foregoing and to any resolutions adopted by the Board of Trustees (or Board of Directors, as applicable); and that any such Attorney-in-Fact may be removed and the authority so granted may be revoked by the Chairman, President, Senior Vice President-Surety or by the Board of Trustees (or Board of Directors, as applicable).

IN WITNESS WHEREOF, each of the Companies has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized Officer this Fourth day of January, 2000.

Attest Michael B. Keegan
Michael B. Keegan, Vice President

Atlantic Mutual Insurance Company
Centennial Insurance Company

By Thomas P. Gorke
Thomas P. Gorke, Senior Vice President



State of New Jersey } SS
County of Passaic

On this Fourth day of January, 2000, before me, a Notary Public of the State and County aforesaid residing therein, duly commissioned and sworn personally came the above named officer of the Company who being by me first duly sworn according to law, did depose and say that he is the officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company; and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by order of the Board of Trustees (or Board of Directors, as applicable).



Maria Impallomeni
Notary Public (Seal)

My commission expires February 18, 2007

I, the undersigned Michael B. Keegan, Vice President of Atlantic Mutual Insurance Company and Centennial Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Senior Vice President who executed said Power of Attorney was one of the Officers authorized by the Board of Trustees and Board of Directors to appoint an attorney-in-fact pursuant to the Board resolution stated above dated December 1, 1999. This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company, adopted at a meeting duly called and held on the 1st day of December, 1999.

RESOLVED, that the use of a printed facsimile of the corporate seal of the Company and of the signature of an Officer of the Company on any certification of the correctness of a copy of an instrument executed by the Chairman, President or Senior Vice President-Surety pursuant to the Board resolution, dated December 1, 1999, appointing and authorizing an attorney-in-fact to execute in the name of and on behalf of the Company, surety bonds, undertakings and other instruments, shall have the same effect as if such seal and such signature had been manually affixed and made, is hereby authorized and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of each of the Companies to these presents this 2nd day of October, 2002

Michael B. Keegan
Michael B. Keegan, Vice President